

REMARKS

Upon entry of this Amendment, Claims 1-15 and 17-25 are pending of which Claims 1, 12, 13, 20, and 25 are independent claims.

In the Final Office Action, Claims 1-9, 12, 20, and 25 were rejected under 35 USC § 102(b) as allegedly anticipated by U.S. Patent Reissue No. 28,353 to Nystrand et al.; and Claims 1-9, 12, 20 and 25 were further rejected under 35 USC § 102(b) as allegedly anticipated by U.S. Patent No. 3,567,552 to Heuff et al. Also in the Office Action, Claims 13-15 and 17-19 were allowed.

Applicants wish to thank the Examiner for allowing Claims 13-15 and 17-19.

In this Amendment, Applicants have amended Claim 13 to delete an unnecessary limitation that unduly limited the scope of Claim 13. Applicants respectfully submit that the Amendment does not affect the allowable subject matter of Claim 13, nor does it necessitate a new search by the Examiner. Therefore, Applicants respectfully request entry of the Amendment and sustained allowance of Claims 13-15 and 17-19.

Applicants respectfully traverse the rejection of claims 1-9, 12, 20, and 25 as anticipated by Nystrand et al. or Heuff et al. Claim 1, for instance, is directed to a device for severing and carrying a web in a web winding operation, comprising a first blade and a second blade, the first blade and second blade being operably connected and spaced apart a predetermined distance to form a gap, wherein the first and second blades are adapted to bear against the surface of a web, further wherein the gap is sized so as to receive a severing mechanism between the first blade and second blade in severing a web; and a unitary elongated mandrel connected to at least the first blade, the unitary elongated mandrel comprising a plurality of spaced pins projecting from and integrated into the unitary elongated mandrel, the pins being positioned along the length

of the unitary elongated mandrel, the pins being configured for piercing and carrying a severed web. Applicants respectfully submit that neither Nystrand et al. nor Heuff et al. disclose or suggest each and every element of Claim 1.

To reject Claim 1, the Office Action dismisses Applicants' Remarks of September 3, 2003, as non-persuasive regarding Applicants' definition of the term "integrated." The Office Action states that the term "integrated" embraces constructions united by such means as fastening and welding. Applicants respectfully submit that reliance on the Office Action definition of "integrated" is misplaced since Applicants have acted as their own lexicographer in the present Specification to define the term "integrated". See CCS Fitness, Inc. v. Brunswick Corp., 288 F.3d 1359, 1366 (Fed. Cir. 2002) (teaching that a patentee may act as own lexicographer and set forth a definition of a claim term). For example, on page 10, lines 19-22, of the present Specification, the Applicants define the term "integrated" to mean that the pins are not separately mountable on the mandrel, but are joined to the mandrel in a continuous, uninterrupted structure, without the necessity for mounting hardware associated with each individual pin.

Applicants further clarified the term "integrated" in the Amendment of September 3, 2003. See Biodex Corp. v. Loredan Biomedical, Inc., 946 F.2d 850, 862 (Fed. Cir. 1991)(standing for the proposition that a claim term may be defined during prosecution). Thus, Applicants have given the claim term "integrated" a different meaning than the one the Office Action attempts to apply to Claim 1. See Biovail Corp. Int'l v. Andrx Pharms., Inc., 239 F.3d 1297, 1301 (Fed. Cir. 2001)(teaching that an ordinary meaning may be rebutted by the patentee's definition).

When Claim 1 is read in the light in which Applicants have defined the term "integrated", Nystrand et al. and Heuff et al. both fail to anticipate Claim 1. Nystrand teaches the use of individual pins (56) in a bedroll assembly (36) as shown, for

example, in Fig. 10. As described in col. 6, lines 3-6, of the cited reference, the pins (56) are boltably secured to a plate (57). To replace the pins (56) of Nystrand, the bedroll assembly (36) has to be dismantled. The device of Claim 1 requires no such dismantling. To cure the deficiencies of Nystrand, one skilled in the art would have to use impermissible hindsight afforded by Claim 1.

Heuff discloses a bedroll assembly that includes a plurality of pins (48) that are attached to a backplate (17) as in Fig. 3. However, Heuff fails to disclose a plurality of pins that are integrated into a unitary elongated mandrel. To replace the pins described in Heuff, the bedroll assembly has to be dismantled. To cure Heuff, one skilled in the art would have to use impermissible hindsight afforded by Claim 1.

Applicants respectfully submit that Claim 1 is patentable over the cited references and respectfully request that the Examiner remove the rejections under 35 USC § 102(b) and indicate allowance of Claim 1 and its dependent claims 2-11.

Further, Applicants respectfully traverse the rejections of Claims 12, 20, and 25 as allegedly anticipated by Nystrand et al. or Heuff et al. Each of these independent claims recite "integrated" elements as that term is defined by the Applicants. Therefore, the cited references do not disclose or suggest each and every element of these claims for at least the reasons noted above. Accordingly, Applicants respectfully request removal of the rejections and allowance of Claims 12, 20, and 25, and their dependent claims 21-24.

Applicants respectfully submit that the pending Claims 1-15 and 17-25 patentably define over the cited references and that the application is in complete condition for allowance, Claims 13-15 and 17-19 having been allowed. Thus, Applicants respectfully request issuance of the present application as a U.S. Patent.

Should any issues remain after entry and consideration of this Amendment, the Examiner is invited to telephone the undersigned at his convenience.

Please charge any additional fees required by this Amendment to Deposit Account No. 04-1403.

Respectfully submitted,

DORITY & MANNING, P.A.



2-18-04
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